2003

SUMMARY OF TENTATIVE CONTACT SETTLEMENT

NEWSPAPER GUILD OF GARY

AND

THE POST-TRIBUNE

The proposed Guild contract with the Post-Tribune, scheduled for a membership vote on Sunday, April 13, runs more than 17 typewritten pages. Copies of the actual document will be distributed prior to the membership meeting. This is a summary of some of its provisions.

RAISES – Employees will be given a merit review once a year, based on their anniversary dates. The company will decide how much the raise will be. However, the contract would require the newspaper to spend 2% of payroll on raises in each of the two years of the contract. That does not mean everyone gets a 2% raise. Some may well get more than that, some less. There is no assurance that every employee will get a raise. What is guaranteed, however, is that raises totaling 2% of payroll must be given to Guild employees each year.

PAY CUTS – The contract would prohibit a reduction in any employee's salary.

MINIMUM PAY – There would be two minimum pay levels for each of four job classifications. Deputy editors with at least six years of service would have to be paid at least $1,430 every two weeks; the bi-weekly minimum for all others in the deputy editor classification would be $1,250. Reporters, copy editors, daily designers and photographers would be on a bi-weekly minimum of $1,075, with $1,300 after six years. Critics, columnists, editorial writers, specialty page designers and graphic artists would be on a minimum of $1,200, going to $1,380 after six years. The minimum for editorial assistants, clerks and librarians would be $840, and $900 after six years. All of those figures represent minimum bi-weekly rates and the actual pay is, in most cases, above such levels.

401(k) – The current non-matching 401(k) plan will continue, allowing employees to contribute. The contract contains an option for a new plan that would begin during the second year. Under this option, up to half of the 2% merit pool set aside for raises in the second year could be diverted to a 401(k). For example, the Guild could decide to reduce the merit pool to 1% in the second year and the company would contribute 1% of every employee's annual earnings to a 401(k). This would be done regardless of whether the employee contributes to a 401(k). The Guild membership would vote on this option at least 60 days prior to the start of the second year of the contract.

HEALTH INSURANCE – The current plan would continue. The contract language provides that Guild employees have the same coverage as other employees at the Post-Tribune.

SICK LEAVE – The sick leave plan that has been in place since Hollinger purchased the newspaper

would continue. The amount employees have to pay for long term disability insurance will be reduced.

JOB SECURITY – An employee could not be fired, suspended or reprimanded unless the company is able to meet its burden of proving that it has "just and sufficient cause" for such discipline. The contract would also provide a number of protections in the event the company wants to reduce the staff through layoffs. Advance notice would have to be given and the Guild and the company would meet to consider alternatives. Employees could voluntarily resign with severance pay. If there are layoffs, they would have to be on the basis of seniority. Laid off employees would have 'rehire" rights for future openings.

GRIEVANCE PROCEDURE – Contract disputes would have to go through a formal process involving both the Guild and the company. If they aren't resolved, a neutral outside arbitrator would be selected to make a decision both sides would have to accept. For example, if the Guild believes an employee was suspended without just cause, an arbitrator could be asked to decide the case and would have the authority to either sustain or reverse the disciplinary action. The same applies to any other allegation that the contract was not followed.

EXCLUSIONS – All 12 deputy editors will remain part of the Guild unit. The company made a strong push to remove all of them. Essentially, the contract would continue the status quo with respect to exemptions.

HIGHER CLASS PAY – Employees who fill in for an exempt editor would get a differential equal to 10% of their pay for that work. Employees who work temporarily in a higher classification under the contract would be paid at the higher minimum for that job.

CALL BACK BONUS – Employees called back to work after finishing a shift would be entitled to additional pay that would be spelled out in the contract, based on the amount of time worked.

SUNDAY WORK – The company would have to allow an employee assigned to a Sunday shift to select a day off during the week.

WORK ON DAYS OFF – An employee required to work a sixth or seventh day in a week would be entitled to time-and-a-half for a full shift unless the employee asks to be excused after working less than eight hours.

WORK SCHEDULES – Management must post work schedules at least 14 days in advance.

TRANSFERS – The company would be prohibited from forcing an employee to accept a job in another classification. It would also be prohibited from requiring employees to take a job in another city, except for Lake, Porter and LaPorte Counties. Management, however, must seek volunteers before transferring other employees to locations within those three counties.

JOB OPENINGS – All job openings would have to be posted.

SEVERANCE PAY – Employees who lose their jobs through any type of non-disciplinary discharge would be entitled to one week's pay for every 20 weeks of service, going back to February 2 of 1998.

HOLIDAYS AND VACATIONS – The holiday and vacation arrangements currently in effect would be set forth in the contract.

BY-LINES – Employees would have the right to insist that a by-line or credit line not appear on a given story or picture.

This summary only deals some of the subjects covered by the proposed contract. The document also has specific language on such matters as: hours and overtime, part-time employee benefits, leaves of absence, family and medical leave, funeral leave, military leave, payment of expenses, life insurance, jury duty and use of the internet.